

STATE OF MONTANA TERM CONTRACT

Department Of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena MT 59620-0135

Phone: (406) 444-2575 Fax: (406) 444-2529

T.C. # SPB-00-10B

COM (COMPUTER OUTPUT MICROFICHE)

This is a non-exclusive contract.

CONTRACT PERIOD	FROM	August 1, 2003	CONTRACT YEAR	NEW ()
	TO	July 31, 2005		RENEW (x) 1 st Renewal, 4 th Year
VENDOR ADDRESS	Comstor Inc. 2219 North Dickey Road Spokane, WA 99212		ORDER ADDRESS	Comstor Inc. 2219 North Dickey Road Spokane, WA 99212
ATTN:	Jim Shasky		ATTN:	Marty Skognes
PHONE:	800-776-2451		PHONE:	800-776-2451
FAX:	509-536-0281		FAX:	509-536-0281

PRICES: PER PRICING ATTACHMENT

DELIVERY: PER CONTRACT AGREEMENT

F.O.B.: DESTINATION; SEE SECTION 4.3

TERMS: NET 30 DAYS

REMARKS:

IFB/RFP No.:

BRAD SANDERS, Contracts Officer

AUTHORIZED SIGNATURE/DATE

REVISED 08/00

Standard Terms and Conditions

By submitting a bid or proposal, or acceptance of a contract, the vendor agrees to the following binding provisions:

AUTHORITY: The following bid/request for proposal or contract is issued in accordance with Title 18, Montana Code Annotated and the Administrative Rules of Montana, Title 2, Chapter 5.

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS: Any business entity, domestic or foreign, intending to transact business in Montana must apply for authority to do so with the Montana Secretary of State. Foreign business entities are obligated to determine whether they are transacting business in Montana, in accordance with §§ 35-1-1026 and 35-8-1001, MCA, and if so, must apply for and receive a certificate of authority and continue to be in good standing with the Secretary of State for the duration of this contract. Violation of these requirements may void this contract. Proof of authority is required. Questions or registration may be accomplished by contacting the Secretary of State at (406) 444-3665 or by e-mail at sos@state.mt.us.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Ref:18-1-401, MCA)

NON-DISCRIMINATION: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with Section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

HOLD HARMLESS/INDEMNIFICATION: The bidder, offeror, or contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under a subsequent contract.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Ref: 18-1-118, MCA) The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

INTELLECTUAL PROPERTY: All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by this contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of this contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (Ref: Section 18-4-313 (3), MCA)

FACSIMILE RESPONSES: Facsimile responses will be accepted for Invitation for Bids ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt of bids. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to Requests for Proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS: The State reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids and proposals will be firm for thirty days, unless stated otherwise.

PROTEST PROCEDURE: Bidders and offerors may protest a solicitation or award of a contract per Section 18-4-242, MCA and ARM 2.5.406. The protest must be in writing and state in detail all of the protestor's objections. The complete protest must be submitted to the department no later than the close of business 14 calendar days after the execution of the contract in question. If the 14th day falls on a Saturday, Sunday or legal holiday, the protest is due at the end of the next business day. The State is under no obligation to delay, halt, or modify the procurement process pending the result of a protest, contested case proceeding, or judicial review.

MONTANA PREFERENCES: Public agencies are required by law to apply a 3-5% preference to bids submitted by Montana residents for the purchase of goods. (Preferences are not applied to Requests for Proposals, Term Contract Bids, for "services", or if federal funds are involved.) Bidders claiming this preference must have a current affidavit on file with the department, or submit one at the time of bid, in order to qualify for the preference. For complete information and affidavit forms, see www.state.mt.us/doa/ppd/resaffid.pdf. (Ref: Section 18-1-102, 18-1-103, 18-1-113, MCA and ARM 2.5.403) In addition, Montana-made products are preferred for use in a contract if such goods are comparable in price and quality. (Ref: 18-1-112, MCA)

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of this contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

REFERENCE TO CONTRACT: The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate this contract in whole or in part at any time the contractor fails to perform this contract.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the department. (See 18-4-141, MCA)

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the state.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the vendor's sole risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

REVISED 08/00

Term Contract Terms and Conditions**1. Parties**

This term contract is entered into by and between the Department of Administration of the State of Montana, (hereinafter referred to as the "Department"), whose address and telephone number are:

Department of Administration
Information Technical Services Division
P.O. Box 200113
Helena, MT 59620
406-444-2700

and:

COMSTOR PRODUCTIVITY CENTERS, INC. (93-0811691)
2219 North Dickey Rd
Spokane, WA 99212
(509) 534-5080

2. Effective Date, Duration and Renewal

- 2.1 This contract took effect on August 1, 2000. The contract is renewed for the period of August 1, 2003 through July 31, 2005. This is the first renewal fourth year of this contract.
- 2.2 This term contract may be renewed by the Department for five (5) additional one-year periods. In no case may this contract run longer than ten (10) years. Reference: 18-4-313, MCA.

3. Ordering Procedure

All agencies (state and local) that desire to obtain COM services under this Term Contract should initially contact ITSD at 444-2860. ITSD will assist them in setting up a working relationship with the Term Contract holder and explain how the contract operates. Thereafter, agencies will deal directly with the term contract holder in submitting work. It is recognized that agencies may have different setup and fiche layout requirements for different jobs. Data may be submitted to the Contractor by e-mail attachment, FTP, cartridge or diskette. The term contract holder will bill the submitting agency directly including freight – no COD.

4. Delivery Schedule

- 4.1 All ordered products are to be delivered within the time frame requested by the ordering agency. Failure to meet the delivery schedule may result in cancellation of the order and/or this contract.
- 4.2 Agencies requesting an alternate, expedited delivery schedule must be contacted if the alternate schedule cannot be met. If an alternative delivery schedule cannot be negotiated, the State reserves the right to cancel the order.

COM (COMPUTER OUTPUT MICROFICHE)

- 4.3 Each using agency will pay all actual shipping costs, for both delivery to the contractor and for return of the COM to the State. Comstor Productivity Centers will be fully responsible for product during return shipping.

5. Consideration/Payments

- 5.1 In consideration for the services to be provided, the ordering agency will pay within 30 days of receipt of a properly executed invoice. The Contractor will bill each agency directly for services provided.

- 5.2 The Department or ordering agencies may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract.

6. Non-Exclusive Contract

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

7. Cooperative Purchasing

Under Montana law, local governments and certain non-profit agencies, as defined in Section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. The contractor agrees to extend the prices, terms, and conditions of this contract to these local agencies.

8. Warranties

The Contractor warrants that products offered through this term contract will conform to the specifications requested, be fit and sufficient for the purpose manufactured, be of good material and workmanship and free from defect. Products offered must be new and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Products received must be undamaged and in working order. Any products not meeting the above requirements may be returned to the supplier at their expense and a full refund given to the State. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Any exceptions to the specifications must be clearly indicated. Exceptions may be rejected.

9. Service Warranty

The Contractor warrants that service will be provided in a workmanlike manner by qualified technicians in accordance with the service description applicable at the time of the order.

10. Scope, Amendment, and Interpretation

10.1 This term contract consists of 10 numbered pages, SPB-00-10B as amended and the Contractor's response. In the case of dispute or ambiguity, the order of precedence of document interpretation is in that same order.

10.2 These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties. Mutually agreeable changes may be made to this contract provided that the terms of this contract:

10.2.1 Do not materially change the Contractor's obligations to the State as expressed in the Contractor's accepted offer (bid response).

10.2.2 Do not violate the Constitution, Laws, or Rules of Montana.

10.2.3 Do not impose onerous obligations or conditions that materially change the value of the product or services to be provided to the Department.

10.2.4 Do not contravene the mandatory requirements of the Invitation for Bid (IFB).

11. Contract Management Liaison

This term contract is managed by the Information Technology Services Division of the Department of Administration for the State of Montana in accordance with 2-17-501, MCA. Contract management inquiries and problems should be addressed to:

Computing Policy and Development Section
Information Technology Services Division
P.O. Box 200113
Helena, MT 59620-0113
Telephone: 406-444-2700
FAX: 406-444-2701

12. Contractor Liaison

The Contractor shall have an Account Executive in place for the duration of this term contract. The assigned Account Executive shall be Jim Lewis. The Account Executive is the liaison to the Contract Management Liaison and will assume responsibility for the coordination of all services under this contract. The Account Executive will meet with the Contract Management Liaison, agency project manager, agency procurement manager, and/or others as necessary to resolve any conflicts or disagreements under this contract. If the Account Executive changes, the State must be notified immediately. The State reserves the right to require the Contractor to change the State's Account Executive, or any representative serving the State, if in the opinion of the State the current Account Executive, or representative, is not adequately meeting the needs of the State.

13. Reporting Requirements

The Account Executive will provide contract status reports to the Contract Management Liaison on a quarterly basis. The content of the reports will be determined by Contract Management Liaison but will include the following:

1. Results of the Methylene Blue tests required in section 2.5.7 of the IFB
2. Usage information showing number of jobs, number of masters and duplicates and total charges

Example: The Account Executive will provide contract status reports to the Contract management Liaison on a quarterly basis in accordance with the schedule below. The State has the right to request a report outside of the normal reporting period and the Contractor has up to three (3) working days from the date of the request to comply. The quarterly reports will include: purchasing agency, date of purchase, number of masters and duplicates purchased, and cost of purchase. The State does not foresee needing information other than that stated, but reserves the right to make additional requests.

Table 1
Schedule of Due Dates for Quarterly Status
Reports

Report Period End	Report Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

14. Headings

The heading or captions of the sections and subsections of this term contract are inserted for convenience only, shall not be deemed to be part of this term contract, and in no way define, limit, extend or describe the scope of intent of any provisions hereof.

15. Access and Retention of Records

- 15.1 Contractor agrees to provide the Department, the Legislative Auditor or their authorized agents reasonable access to any records necessary to determine contract compliance. (18-1-118 MCA)
- 15.2 Contractor agrees to create and retain all records supporting the products and services rendered for a period of three (3) years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party. Reference: 18-1-118, MCA.

- 15.3 All work performed under this contract is confidential and may not be released or disclosed to anyone other than the submitting agency.

16. Price Protection

- 16.1 This term contract provides price protection by establishing the price for COM services as specified in the Contractor response to SPB - 00-10B for the term of this contract.

- 16.2 The Contractor agrees that through the term of this initial contract and any renewals the State will be entitled to any price reductions at least equal to any lower rates made available to any other customer of comparable volume.

- 16.3 Price increases may be proposed by the Contractor annually by June 30. Price increase proposals will be granted or denied by the Department after considering the following criteria:

16.3.1 Proposed adjustments result in prices that remain competitive with the industry.

16.3.2 Adjustments to contract prices shall not exceed the rate of increase in equivalent or comparable products marketed by other offerors.

16.3.3 Adjustments to contract prices shall not exceed the rate of increase in the cost of living as reflected in the Bureau of Labor Statistics, Consumer Price Index (CPI) for All Urban Consumers or any other index which may be substituted in the future. The CPI for the first month of the year of initiation of this contract will be the CPI base on which later adjustments are computed. Each time an adjustment is made, the earlier CPI base will be replaced by the adjusted CPI base. The percentage of adjustment to contract prices shall in no event exceed the percentage change in the index.

17. Tax Exemption

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

18. Performance Requirements

The Contractor certifies that they will meet all product specifications and delivery requirements contained within this IFB. Should the contractor fail to meet such requirements, the contractor will be responsible for assuming all costs associated with taking immediate action to correct, replace, or refund the cost of all non-compliant products.

19. Assignment, Transfer and Subcontracting

Contractor may not assign, transfer or subcontract any portion of this term contract without the express written consent of the Department. Reference: 18-4-141, MCA.

20. Choice of Law and Venue

This term contract is governed by the laws of Montana. The parties agree that any litigation concerning this term contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Reference: 18-1-401, MCA.

21. Compliance with Laws

21.1 Contractor must comply with all applicable federal and state law including the prevailing wage laws.

21.2 Contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

21.3 If one or more provisions of this term contract are deemed to be unlawful or unconstitutional or stricken by a court of law, all valid provisions that are severable from the invalid provisions remain in effect and are valid and binding on the parties. If any provision hereof is in conflict with any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed to be modified to conform with such statute, rule of law, court order, or judgment.

22. Indemnification

The Contractor agrees to indemnify the State, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the Contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the Contractor's negligence.

23. Liquidated Damages

The State of Montana reserves the right to assess liquidated damages in the amount of \$100 per calendar day for late work or other failure to comply with the conditions of the award. This sum may be deducted from supplier payment for failure to deliver/performance when specified. No premium will be awarded to the supplier for delivery/performance in advance of the specified time.

24. Patent and Copyright Protection

24.1 In the event of any claim by any third party against the Department that the products furnished under this contract infringe upon or violate any patent or copyright, the Department shall promptly notify Contractor. Contractor shall defend such claim, in the Department's name or its own, as appropriate, but at Contractor's expense. Contractor

will indemnify the Department against all costs, damages and attorney's fees that a Court finally awards as a result of such claim. If the Department reasonably concludes that its interests are not being properly protected, it may enter any action. However, any settlement by the Department with the party alleging such infringement or violation shall not be binding upon Contractor and the Contractor shall be under no obligation to pay or indemnify the Department. Further, if principles of governmental or public law are involved, the State of Montana may participate in the defense of any such action.

- 24.2 If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the Department the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the Department shall be prevented by permanent injunction, the Department agrees to return the product at Contractor's request and the Contractor agrees to grant the Department a credit for full cost of the product and any related product provided by Contractor which can no longer be used effectively without the use of the infringing product.
- 24.3 This section shall not apply if the infringement, or claim thereof, is based upon the use of products supplied by the Contractor in combination with other software not made or supplied by Contractor (Department or other vendor supplied), or the use of products by the Department with apparatus, data or programs not furnished or supplied by Contractor (Department or other vendor supplied), or products not manufactured or supplied by Contractor (Department or other vendor supplied). This section will apply to all products offered by Contractor.

25. Intellectual Property

- 25.1 All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this term contract must be available to the Department for royalty-free and nonexclusive licensing. The Contractor shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this term contract.
- 25.2 The Department shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this term contract.

26. Independent Contractor

- 26.1 Contractor is an independent Contractor and neither the Contractor nor its employees are employees of the Department.
- 26.2 Contractor shall not be compensated for work performed prior to its having provided to the Department a Certificate of Workers' Compensation Insurance or an Independent Contractor's Exemption under 39-71-401, MCA.

27. Workers' Compensation

Contractors are required to maintain Workers' Compensation Insurance or an Independent Contractor's Exemption covering the Contractor and/or employees while performing work for the State of Montana in accordance with 39-71-120/401/405, MCA. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

28. Meetings

The Contractor is required to meet with Department personnel to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the Department. The Contractor will be given a minimum of five-(5) full working days notice of meeting date, time, and location. Face to face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two (2) consecutive missed or rescheduled meetings), or failure to make a good faith effort to resolve problems, may result in termination of this contract.

29. Notice

Written notice sent by certified mail, return receipt requested, shall be deemed made when received or initially refused by the other party.

30. Termination

30.1 Breach or non-performance of any contract term shall constitute cause upon which the Department may immediately terminate this contract.

30.2 If the Contractor fails to perform the work in accordance with the provisions of this term contract, and does not cure or does not correct such failure within a period of thirty (30) days after receipt of the Department's written notice thereof, the Department may, by written notice, terminate the whole or any part of this term contract.

30.3 The Department, at its sole discretion, may terminate or reduce the scope of this term contract if available funding is reduced for any reason. Reference: 18-4-313, MCA.

31. Year 2000 Compliance

The Contractor warrants that all hardware, software, and/or firmware delivered, developed, modified, or licensed, under this term contract, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with other designated products properly exchange data with it. The remedies available to the State under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor, in writing, within this warranty period or within

COM (COMPUTER OUTPUT MICROFICHE)

one year after acceptance, whichever is longer. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this term contract, with respect to defects, other than Year 2000 compliance performance.

Execution

The parties, through their authorized agents, have executed this Term Contract on the dates set out below.

CONTRACTOR – **COMSTOR PRODUCTIVITY CENTERS, Inc.**

Signature

Date

Name

Title

Address

City, State, Zip Code

Social Security # or Federal
Employer ID #

DEPARTMENT OF ADMINISTRATION – **Information Technology Services Division**

Signature

Date

Jeff Brandt/Acting CIO

Name

Approved as to form and content:

Counsel, Department of Administration

State Procurement Bureau

PRICING ATTACHMENT

**State of Montana
Amendment To Computer Output Microfiche Term Contract
SPB-00-10B**

Effective August 1, 2003 through July 31, 2005 the following price schedule shall be in effect:

Masters \$1.50
Duplicates \$.15

The price schedule has been adjusted in accordance with section 16.3 of our Com Services original contract. The pricing for the master microfiche has been increased from \$1.27 to \$1.50. The pricing for duplicates has been increased from .10 per duplicate to .15 per duplicate.